

Terms and Conditions of Business



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Who are we?

Beaumont Wealth is a firm of independent financial advisers, based in Oswestry, Chester, Knutsford, and Shrewsbury. We have been providing financial planning solutions for our clients for over 20 years and have a loyal and dedicated client bank. We are independent, which means we work for our clients' interests, not those of a bank or insurance company.

Our team consists of qualified financial planners backed up by a dedicated and professional team of support staff. To find out more about us and meet the team go to www.beaumont-financial.co.uk.

What do we do?

We provide advice and planning services for people who want to make the most of their finances. Beaumont offers a comprehensive range of independent financial services to both individuals and businesses, from cash flow modelling and pensions to savings and investments all with the option of continuous on-going reviews.

Established in 2000, many of our clients have been with us for many years. From our central Oswestry base, we cover the whole of Shropshire, Cheshire, North Wales, and the Midlands looking after your financial needs. You can rest easy knowing your finances are in the safe hands of an adviser you trust.

Are we fully independent?

We provide independent advice on packaged retail investment and insurance products (these include but are not limited to pensions, investment bonds, unit trusts, annuities, ISAs, and savings plans). Our recommendations in relation to these products will be based on an assessment of a range of relevant products that are sufficiently diversified in terms of type and provider to ensure your objectives can be suitably met.

Are we regulated?

Yes. We are authorised and regulated by the **Financial Conduct Authority (FCA)** and as such, you are likely to be protected by the **Financial Ombudsman Service (FOS)** and the **Financial Services Compensation Scheme (FSCS)**.

The **Financial Conduct Authority (FCA)** is the independent watchdog that regulates the financial services industry. Beaumont Wealth is a trading style of Beaumont Financial Planners Ltd of 21 Salop Road, Oswestry, SY11 2NR who are authorised and regulated by the Financial Conduct Authority. Our FCA Number is 772710. You can check this by going to the FCA Register at www.fca.org.uk/register or by contacting the FCA directly on 0800 111 6768.

We are authorised to provide advice on pensions and retirement planning, investments and portfolio planning and personal and business protection. Please note that some of the products or services that we arrange for you or give advice on, may not be regulated by the FCA, but if this is the case, we will tell you beforehand.

Our ethos?

We aim to act fairly and impartially at all times and to communicate with you in a jargon-free, easy to understand manner. We aim to provide you with top quality advice and to treat you fairly in all matters. We work in your best interests at all times.

We aim to be the number one choice for independent financial advice across all financial services. Investing our client funds with integrity, honesty, and professionalism to maximise long term returns in the most tax efficient manner while delivering exceptional client service every step of the way.

Payment for services

Details of the services we provide and how we work with clients are contained in the Information about our Costs and Services document. When we have agreed a fee for any work or service that we will provide on your behalf, we will require you to sign a Fee Agreement to confirm the services that will be provided and the fees that will apply, together with details of how those fees will be paid and what cancellation rights you have.

Termination of your agreement with us

The information contained in this and other disclosure documents including the fee agreement remain in force until cancelled by you or us, or until superseded by a later version. Please refer to our fee agreement for information about your cancellation rights. Legal Governance of any Agreement is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Are you protected?

Yes.

The firm maintains an internal written complaints procedure. A hand-out summarising this process is available on request.

So, what happens if you are dissatisfied with us?

Hopefully, this will not be the case, but should you be dissatisfied with the advice we have given you or with the service provided, you should firstly register a formal complaint with us, by either writing to the Compliance Manager at the company address or by telephoning us and speaking with the Compliance Manager or a Director. We will then provide you with details of the complaint investigation process and investigate your complaint thoroughly. Finally, we will write to you to explain our findings.

Furthermore, individuals and small businesses are protected by the **Financial Ombudsman Service (FOS)** and the **Financial Services Compensation Scheme (FSCS)**.

We promise to deal with your complaint in a fair and objective manner, if you are dissatisfied with the way that we have dealt with your complaint or with our findings, you may refer the matter to the FOS, an independent arbitrator.

Should you be entitled to compensation and we are unable to pay the compensation due, you may be entitled to a payment from the FSCS.

Please note that if you are not an individual, you may not have a right to refer your case to FOS and FSCS. Again, the rules are complicated and depend on factors such as your turnover, the number of employees you have and the value of your business. If in doubt, you should seek more information from us, the FOS www.financial-ombudsman.org.uk or the FSCS www.fscs.org.uk/consumer

Client category

It is a requirement of the Financial Conduct Authority that all clients be categorised into one of three categories (Retail, Professional or Eligible Counterparty). We have categorised you as a **'Retail Client'**. This affords you the maximum protection under current legislation. You have the right to request a different categorisation but if you do so, you must be aware that 'Professional Clients' and 'Eligible Counterparties' may receive a lower level of consumer protection.

Data Protection

Where you have given us information about a third party, we assume that you have permission to disclose this information.

If you have jointly signed the fee agreement you agree that we may disclose information to you jointly even where investments are held in sole names. If you would like us to not disclose information to you jointly about each other's investments, you must each sign a separate fee agreement.

Financial Objectives (Demands & Needs)

Following the issue of these terms and conditions and subject to your signing our fee agreement, any subsequent advice or recommendation offered to you will be based on your stated objectives, your agreed attitude to investment risk and any restrictions you wish to place on the scope of advice. Details of your stated objectives will be included in either the suitability report or demands & needs statement that will explain and confirm the basis of our recommendation and point out any key risks and disadvantages.

There may be exceptions to this, for example business transacted on a non-advised or execution only basis (directly on your instructions whereby you will not have requested nor received any advice, or where pre-prepared questions are used to determine the product and provider) or on a limited advice basis (the firm's recommendations were limited by the fact that not all relevant information was made available or because you requested that we limit our advice to a particular area of financial planning). If these situations exist, we will make it clear to you in any subsequent correspondence; however, you should appreciate that our responsibility to you will be limited accordingly.

Services and products not regulated by the FCA

Some of the products and services we provide are not currently regulated by the FCA and include, but are not limited to, arranging, and advising on some offshore schemes and investments. Because advice given on these products is not regulated by the FCA you may not have any rights to financial redress under the Financial Ombudsman Service or Financial Services Compensation Scheme with regard to any future disputes. We will make you aware if our recommendation includes such products or services.

Restrictions

If you want to restrict the type of investment or service covered by this agreement, please let us know in writing as soon as possible, otherwise we shall assume that no restrictions apply.

Registration of investment/retention of policy documents

Where we arrange an investment, we will register these in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then forward them to you all together.

Client Instruction

We prefer that any instructions be given in writing. If any advice or instructions are given orally, then they must be confirmed in writing to avoid possible disputes. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably. When we have arranged any transactions on your behalf, we will not give you any further advice or service unless you have specifically agreed to an ongoing service for which we will be remunerated as detailed in our fee agreement.

Conflict of interest & material interest

Occasions can arise where we, or one of our other clients, may have some form of interest in business which we are transacting for you. If we become aware that our interests or those of one of our other clients conflicts with your interests, we will inform you and obtain your consent to proceed. Our conflicts of interest policy is available for inspection upon request.

Verification of identity

As part of our regulatory duties, we are obliged to verify as a minimum, the identity, place of residence, source of funds and source of wealth of each client. This process may require sight of certain documentation. We are unable to forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay in investing where Identity Verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you un-invested. Please note that verification may include the interrogation of online resources such as the electoral roll and Her Majesty's Treasury's financial sanctions lists.

Client Money

Beaumont Wealth does not handle client monies. We never handle cash or accept a cheque made payable to us unless it is a cheque in settlement of our fees in accordance with a signed fee agreement. Crossed cheques for investments should only be made payable directly to the investment company and to the relevant third party for various ancillary fees (for example mortgage lender, surveyor, and solicitor). You should decline to give money to, or write cheques payable personally to an individual adviser, and any receipt by them personally of such a payment from you will not be regarded by us as being a transaction for which we will have any responsibility.

Our client's financial instruments or funds may be held by a third party on behalf of Beaumont Wealth. These financial instruments or funds may be held in an omnibus account by a third party. We will inform you of this fact and will provide a prominent warning of the resulting risks. In certain circumstances, it may not be possible for these financial instruments to be separately identifiable from the proprietary financial instruments of that third party or of Beaumont Wealth. Again, we will inform you of this fact and will provide a prominent warning of the resulting risks. Your rights relating to those financial instruments or funds may differ accordingly.

We will inform you about the existence and the terms of any security interest or lien which it has or may have over your financial instruments or funds, or any right of set-off it holds in relation to those instruments or funds. Where applicable, it will inform you of the fact that a depository may have a security interest or lien over, or right of set-off in relation to those instruments or funds.

Risk Warnings

You are advised that because investments can fall as well as rise in value, you may not get back the full amount invested. Past performance is not a guide to future performance. Other key risks will be included within our suitability report and in product provider literature. Please ensure that you fully understand all such risks – ask us if you need more information or clarification. A comprehensive guide to the risks of investing is available on our website and is also available upon request.

Fees resulting from third party introductions

There will be occasions when clients are introduced to us from third parties, for example accountants or solicitors. Under such circumstances, we may rebate part of the fee that we charge you to the introducer as payment for making the introduction, and we will disclose to you what this payment will be prior to conducting the business.

Most financial products will carry a right to cancel for a short period, typically 14 days, after the product has been put in place. Please refer to the specific product literature for more information.

Communication

Unless you inform us otherwise, we may contact you outside of usual office hours by telephone or email. We may also send you emails or letters without specific consent for each contact.

All postal communication will be sent to your last known address. This may include sensitive information such as policy information or personal details. These are sent at your risk and Recorded Delivery will not normally be used.